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use in the United States for more than two years cannot be the subject of a patent. U. S. REV. STAT. § 4886; *Roemer v. Simon*, 95 U. S. 214.

PRESUMPTIONS — EXISTENCE AND EFFECT OF PRESUMPTIONS IN PARTICULAR CASES — CHILD-BEARING: PRESUMPTION THAT A WOMAN OF ADVANCED AGE IS INCAPABLE OF CHILD-BEARING.—The defendant having contracted to buy certain land of the plaintiff refused to perform on the ground that a widow more than seventy years of age might have children who would be entitled to an interest in the property. *Held*, that specific performance will be granted. *Whitney v. Groo*, 40 D. C. App. Cas. 496.

In cases like the present, American courts have heretofore uniformly held to the presumption that one may have children throughout life. *Read v. Fite*, 8 Humph. (Tenn.) 328; *List v. Rodney*, 83 Pa. 483; *Westhofer v. Koons*, 144 Pa. 26. These cases are clearly distinguishable from the authorities on which they are based. For the purpose of determining questions of remoteness involved in applying the rule against perpetuities, all living persons are regarded as capable of having issue. *Jee v. Audley*, 1 Cox 324. Such a presumption is entertained in determining a wife's right of dower. See 1 THOMAS, COKE UPON LITTLETON, 579. For the same reason, the estate of tenant in tail with possibility of issue extinct can never arise so long as persons whose issue might take are still living. *Id.* 551. These have now become well-established principles of real property touching the creation and termination of estates, and as such unalterable. In the principal case no rule of property law is involved. The purchaser can demand only a title free from reasonable doubt. *Lyddale v. Weston*, 2 Atk. 19. This is merely a question of fact; and it is submitted that the decision in this case is warranted in the light of human experience, and deserving of great respect for breaking away from artificial rules, and applying common-sense principles. Similar decisions have been rendered by common-law courts outside of the United States. *Browne v. Warnock, Jr.*, 7 Ch. D. 3; *In re Tinning and Webber*, 25 Can. L. T. (Occasional Notes) 38. The same result has been reached in cases involving the distribution of trust funds. *Leng v. Hodges*, Jac. 585.

QUASI-CONTRACTS — RIGHTS AND OBLIGATIONS OF PARTIES UNDER CONTRACT MADE UNENFORCEABLE BY STATUTE OF FRAUDS.—The plaintiff, a broker, was employed to sell timber lands for the defendant under a contract unenforceable by the Statute of Frauds. He procured a customer who bought the property. *Held*, that the plaintiff cannot recover on a *quantum meruit*. *Cushing v. Monarch Timber Co.*, 135 Pac. 660 (Wash.).

While the Statute of Frauds bars any action on the contract itself, the refusal to allow a plaintiff to recover for services actually rendered unjustly enriches the defendant. See 21 HARV. L. REV. 544. Accordingly, in analogous cases, a recovery on a *quantum meruit* has generally been allowed. *Wonsettler v. Lee*, 40 Kan. 367, 19 Pac. 862; *Pulbrook v. Lawes*, 1 Q. B. D. 284. *Contra, Leimbach v. Regner*, 70 N. J. L. 608, 57 Atl. 138. The argument against granting quasi-contractual relief is that it would defeat the purpose of the statute. The fallacy here lies in mistaking the nature of quasi-contractual relief. It is based on an obligation imposed by law for the purpose of producing an equitable result, and not on the contract of the parties. See 24 HARV. L. REV. 158. Moreover, since the services have been rendered, there is no danger of fraud or false testimony as to that fact, so that the evil which the statute is intended to guard against cannot occur. Finally, denying the relief effects a palpable injustice never contemplated by the designers of the statute.

RESTRAINT OF TRADE — STATE ANTI-TRUST LEGISLATION — STATUTE PROHIBITING COMBINATIONS OF STOCK CORPORATIONS FOR THE CREATION OF A